

MAINTENANCE
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF HOLBROOK

NO. <u>7517</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>11-18-81</u>
<i>Rose Mofford</i> Secretary of State

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF HOLBROOK, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, for the safety and protection of the traveling public, it is

necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall include, but not be limited to the operation and maintenance of traffic signals and/or highway lighting at the following locations:

US 66 and Hopi Avenue

US 66 and Arizona Avenue

NOW, THEREFORE, in consideration of the mutual covenants herein-after to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.

2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost; the responsibility of the STATE includes monthly telephone charges for traffic signal interconnect circuits when utilized.

3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

4. All parties are hereby put on notice that this AGREEMENT is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

5. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1982, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the

initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

6. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic signals and/or highway lighting on those State Highways which traverse within the boundaries of the CITY.

7. It is understood that the list of locations set forth in this Agreement may be added to, or have deletions made, by Letter Addendum ~~Exhibit "G"~~, *CP JRS* with all other conditions set forth remaining in effect. *(BWA)*

8. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

9. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

10. This Agreement shall be filed with the Secretary of State and shall become effective upon such filing.


11. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this STATE to enter into this Agreement and that it is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement
the day and year first written above.

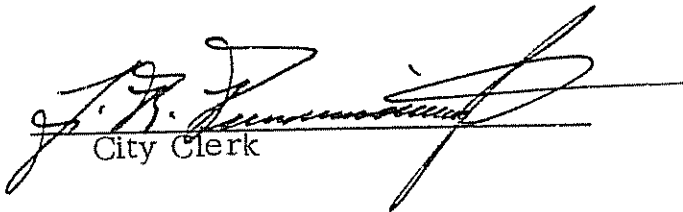
STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: 
Chief Deputy State Engineer

CITY OF HOLBROOK

By: 
Title: MAYOR

ATTEST:


City Clerk

PREAUDITED IN ACCORDANCE
WITH A.D.O.T. PROCEDURES
NOV 17 1991
EXTERNAL AUDIT SECTION



OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

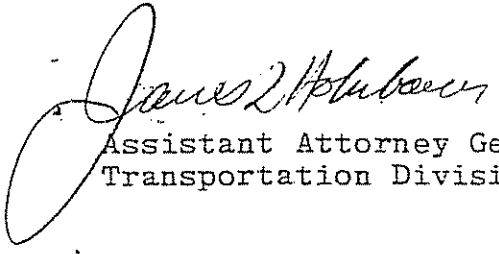
DETERMINATION

A. G. Contract No. 81-608, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 27th day of OCTOBER, 1981.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division

RESOLUTION NO. 81-412

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL
OF THE CITY OF HOLBROOK, NAVAJO COUNTY,
ARIZONA ENTERING INTO AN INTERGOVERNMENTAL
AGREEMENT FOR MAINTENANCE OF SIGNALIZATION/
ILLUMINATION WITH THE ARIZONA DEPARTMENT OF
TRANSPORTATION.

BE IT RESOLVED by the Mayor and Common Council of
the City of Holbrook, Navajo County, Arizona that the City
is hereby authorized to enter into the Intergovernmental
Agreement for maintenance of Signalization/Illumination between
the City of Holbrook and the Arizona Department of Transportation
a copy of which is attached hereto and made a part hereof
by reference.

BE IT FURTHER RESOLVED that this Resolution shall become
a part of said Intergovernmental Agreement and shall be known
as "Exhibit A".

RESOLVED, APPROVED AND PASSED this 8TH day of
SEPTEMBER, 1981 by the Mayor and Common Council
of the City of Holbrook, Navajo County, Arizona.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, S. Gibbons Frost, acting as Attorney for
City of Holbrook (hereinafter referred to as "City")
(SPONSOR)
do hereby certify:

That I have examined the foregoing Intergovernmental Agreements (Signalization/Illumination) and the proceedings taken by said City relating thereto, and find that the execution thereof by said City has been duly authorized and is in all respects due and proper and in accordance with the laws of the State of Arizona, and further that, in my opinion, said Intergovernmental Agreements (Signalization/Illumination) constitutes a legal and binding obligation of the City in accordance with the terms thereof.

Dated at City of Holbrook, this 8TH day of
SEPTEMBER, 1981.

By 
S. Gibbons Frost

Title City Attorney

EXHIBIT "B"